

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR OFFICE OF THE TREASURER

REQUEST FOR PROPOSALS:

ON LINE BILL PAY PROCESSING SERVICES
RFP #15-40

Proposal Opening Date: November 13, 2014 at 10:00 a.m.

October 2014

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS
REQUEST FOR PROPOSAL
ON LINE BILL PAY PROCESSING SERVICES

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END OF SECTION

PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

Due to qualitative considerations needed to determine the best value for the provision of on-line and electronic bill pay processing services, the Chief Procurement Officer has, in accordance with M.G.L. c.30B, §6(a), determined that the City of Newton will be best served by utilizing a Request for Proposals (RFP) process. Such a process will enable the City to evaluate key factors such as vendor's history in providing such systems and services to municipal customers, flexibility in transaction sites and number of products. Because the City seeks to use electronic payments systems for all types of payment transactions, it is important that the City have the ability to select the most advantageous proposal on the basis of experience, references, cost, equipment quality, and adherence to desired specifications.

PART II. BACKGROUND

Like all municipalities, the City is the recipient of payments from a variety of sources, both in the traditional form of checks or cash, as well as electronic payments via credit card or ACH transfer, as the payor may elect. Electronic payments include, without limitation, payments for various types of tax bills, utility bills, dog licenses, as well as payments by private contractors for police details, camp and activity fees, school athletic fees, parking meter charges, and library fines. The City wishes to expand its ability to accept electronic payments for all remittances. Such expansion would allow customers to initiate their payments to the City via the City website from any web connection whether at their home or office, or at City locations such as City Hall service windows. The City is also reviewing options to have portable card readers for employees to use in the field as well as the addition of parking meters that will accept credit or debit cards in addition to coin or bills.

It is intended that the services to be provided hereunder are for only as a convenience to persons making payments to the City, i.e., Payors shall have the option of making payments by means other than by on-line or electronic means. The City shall not be obligated to pay the vendor for the services described hereunder. The vendor's sole compensation for the on line payment services shall be in the form of a surcharge fees assessed to the payor which shall be in addition to the amount owed by the payor to the City for City-related business.

PART III. ANTICIPATED RFP SCHEDULE

RFP issued	Thursday, October 30, 2014 at 10:00 a.m.
Deadline for submitting questions	Thursday, November 6, 2014 at 12:00 noon
Proposals due	Thursday, November 13, 2014 at 10:00 a.m.
Award of contract	TBD
Deadline for implementation	TBD

PART IV. PROPOSAL SUBMISSION

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 A.M., November 13, 2014.**

There is no pre-bid conference in connection with this procurement.

All proposals shall be in two parts: (1) all information and materials that are responsive to the RFP with the exception of the proposer's price proposal, referred to as the "Technical Proposal," and (2) the proposer's price proposal, referred to as the "Price Proposal." Proposers shall submit six (6) paper copies and one digital copy (on disk) of the Technical Proposal and one (1) copy of the Price Proposal. **Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes.** A Technical Proposal received with Price Proposal information may be rejected as non-responsive

Envelopes shall be marked:

1. "TECHNICAL PROPOSAL - RFP # 15-40 On Line Bill Pay Processing Services"
Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.

2. "PRICE PROPOSAL RFP # 15-40 On Line Bill Pay Processing Services".

Faxed proposals will not be accepted.

The Technical Proposal may include any materials and information that the proposer feels are necessary. There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

In the event that the City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due on the next following business day that the City Hall and the Purchasing Department are open.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

PART V. QUESTIONS/ADDENDUMS

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to purchasing@newtonma.gov or faxed to the Purchasing Department no later than 12:00 noon on Thursday, November 6, 2014:

City of Newton, Purchasing Department
1000 Commonwealth Avenue – Room 204
Newton, MA 02459
(617) 796-1227

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the "Technical Proposal" as well as in the designated line of the "Price Proposal".

Addenda will be posted online at www.newtonma.gov/bids and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the Internet, you must make yourself or your company known to the City's Purchasing Department by emailing purchasing@newtonma.gov or faxing (617) 796-1227, your or your company's: name, address, phone and fax number and include the RFP NUMBER (#15-40) and project title (RFP #15-40 On Line Bill Pay Processing Services). It is the contractor's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City's website: www.newtonma.gov/bids.

If you have downloaded the RFP, please be sure to email us at purchasing@newtonma.gov, with your name, address, phone and fax number, email address and what RFP number and project title you have downloaded.

PART VI. DESCRIPTION OF SERVICES

The City is seeking a vendor to provide a payment system for its residents/customers, as well as any person who wishes to make a payment to the City (collectively, “Payors”), using certain software and online functions accessed through the internet and developed by selected vendor. Payment requests received through this online system shall be processed based on the options established by the City and using the payment methods as established by the City and its selected depository institutions and/or credit and debit card issuers (collectively, “Banks”). These methods may include credit and debit card payments or electronic ACH transactions from Payors’ bank accounts into the City’s bank account. Payments made by credit or debit card are subject to operating rules and regulations of the card issuer. The City and selected vendor shall not be liable to Payors for any changes to the services required by the card issuers or other intermediary processors, or for any inability to provide credit or debit card processing services as a result of the withdrawal of authorization from the issuing companies.

The successful vendor must provide the services listed below:

A. Functionality

The successful vendor will provide and maintain electronic payment processing that meets the following criteria:

- 1) Vendor’s software meets compatibility requirements with Tyler Technology’s Munis software as related to data import and export files including Munis scheduler. Software must allow for automated transaction file import and download exports with set up functionality compatible with vendor’s existing processing and setup functionality. Vendor must be able to conform to technical changes including upgrades as implemented by Tyler Technology on Munis software over the period of the contract. Similar compatibility, import and download functionality will be required for other bill types determined by the City.
- 2) Vendor’s software will allow City to import daily payments as entered into Munis by City in such a manner that “itemized detail” rather than “aggregate payment detail” will be displayed at the customer level for all users to view. Similar payments specifications will be required for other bill types determined by the City.
- 3) Vendor must provide access to prior year information including .pdfs of Accounts Receivable bills. Users should have access to an electronic database created by vendor with all data and payment information.
- 4) Vendor should allow ability for users to generate an Accounts Receivable bill with past due amount stated through future date. Allows all Payors to re-print an Accounts Receivable bill copy (.pdf) that shows address info as displayed after it has gone through the USPO bulk mail software
- 5) Vendor’s software must have ability to allow City or Vendor to add general information and special condition notes in order to retain pertinent information
- 6) Municipal user security required for unlimited users that allows for restricted access when required by the City
- 7) Vendor’s software should offer Payors the ability to pay current and past due Accounts Receivable, such as taxes and utility bills, online with daily overdue interest calculations displayed.
- 8) Ability for Payors to pay and view multiple Accounts Receivable bill types such as taxes and utility bills at one time with one fixed ACH cost.

- 9) Vendor will provide, at no cost to the City, credit/debit card swipe terminals (pin-pads) to be used at various City locations to enable on-site payment processing. These terminals should be configured to work with City equipment.
- 10) Ability for Payors to pay City bills without requirement of a Payor account or login.
- 11) Allows Payors to set up automatic and scheduled payments through their Payor account.
- 12) Secure data during its collection, transmission and storage. Data protection during collection and transmission via SSL with 128 bit encryption or better.
- 13) System allows payments using Visa, MasterCard, Discover and branded debit cards (MasterCard/Visa) as well as electronic checks.
- 14) Separate merchant accounts for each tax, charge or fee type as requested by the City.
- 15) Transaction and merchant fees paid will be paid by the customer as a convenience fee unless the City decides to pay the fees. Should the City elect to pay a fee, the vendor will bill the City under separate cover for the charges and include an itemized invoice.
- 16) All convenience fees must be processed as a separate and unique transaction and not imbedded in total amount paid.
- 17) Provide a confirmation number for every successful payment.
- 18) Vendor will scale its staff to meet peak demand of seasonal collection cycles.
- 19) Provide on-line, secure payment tracking.
- 20) Timely notification by e-mail to the Payor and the City of all charge backs.
- 21) Financial reports of all payments; reports available on-line to specific City department.
- 22) Audit trail of a transaction through the entire payment cycle.
- 23) Must provide means of integration with internal applications via documented and delivered APIs or Web Services or secure file download in specified format.
- 24) Detailed on-line history.
- 25) Search for Accounts Receivable Bills by Street, license plate numbers, or other public data as determined by the City
- 26) Preferred system will allow Bill Processors (Tax Services, Banks, Credit Unions or Mortgage Companies) to electronically research real estate tax information, report taxes owed and remit payments on behalf of property owners for all participating Billers.
- 27) The vendor's web-interface will be customized to match the City's look and feel and also have the ability to be quickly and easily changed by the vendor at the City's request, at no cost to the City.
- 28) Selected system shall have the ability to interface with multiple other systems that allows for on-line registration and payment for class/department programs (such as Elder Services, Recreation & Youth Services, and School Department).

- 29) The vendor must provide an eBilling solution and maintain email addresses. Vendor must describe how they manage their eBilling process including how they monitor and track emails that are “sent” and emails that are “returned undeliverable”.

B. Payment Validation

- 1) Credit and debit card payment transactions processed with “real-time” authorization, i.e., immediate acceptance or rejection.
- 2) ACH payment verifications typically require a minimum of two business days. In order to provide a minimum accuracy test upfront, the software should allow for immediate routing number verifications as initial confirmation that correct bank information has been entered.
- 3) The Vendor will add “not sufficient funds” (NSF) fee to Payors’ account balance

C. Payment Processing

- 1) Credit/debit card payments must post to a City’s bank account as a daily batch by merchant account. City may have several separate merchant accounts.
- 2) E-Check must post to City’s account as a daily batch. The batch amount must tie to one day of e-check receipts with real-time feedback on payment confirmation, authorization and transaction information (e.g. account number, permit number, invoice number, etc.)
- 3) ACH transactions processed by 5:00 p.m. (EST) shall be available to the City within two (2) business days.
- 4) Credit/debit card transactions received by 5:00 p.m. (EST) shall be processed for settlement that night, and funds will be available to the City within two (2) business days.
- 5) Notification by e-mail to the Payor and the City of all charge backs within two (2) business days. Notification will include Payor’s name, date of payment, payment type (i.e. e-check, credit card), payment amount and bill# as entered by customer for processing.
- 6) Payment file must be in the file format specific by the City of Newton and will vary for different bill payment categories.

D. Reports

Vendor’s software will calculate overdue interest on all past due bills as directed by the City. Vendor will be able to load past fiscal years bills as required by the City. This information may be loaded in order for .pdf bill copies may be printed and/or so that payment history for past fiscal years can be displayed.

The payment processor component must provide a report which lists each payee name, payment transaction type (credit card, debit card or ACH), payment description (i.e. receivable type and account number or fee type), and amount paid. The report must allow date parameters and be sorted by merchant account. The report must subtotal by receivable type / bill category type (or permit type) and by payment type. If convenience fees charged, convenience fees must be subtotaled separately.

E. Training and Customer & Technical Support

The vendor will provide phone and email support to Payors on all transaction related questions and issues. Vendor shall provide user training, administrative and development training as well as documentation for City of Newton technical staff prior to implementation date. Vendor shall, as requested by the City, provide customer notices and similar materials disclosing all surcharges and conditions applicable to an on-line and electronic payment payor.

The vendor must provide a dedicated support team for all services provided, both to the municipality and its Payors. Phone and email responses from a call/customer support center is required including notice to taxpayers of failed payments.

F. Project Schedule

The system is to be implemented and go active no later January 1, 2015 or at such date reasonably thereafter as the City may determine.

G. Notification of Change

In the event of any such changes or withdrawal of authorization effecting the vendor's ability to provide services under this RFP, the vendor shall provide the City with written notice within five (5) business days of the receipt of such notice notifying the City of either (a) such change to the services required by the card issuers or intermediary processors, or (b) termination of the Agreement by said vendor , which termination shall be effective upon receipt of such notice by City and the provisions set forth by the City.

H. Marketing of Electronic Payment Services

It is the goal of the City to increase to the extent possible the number of payments made to it electronically, and the vendor's compensation will increase pro rata as the number of electronic transactions increase. The winning proposer shall provide to the City marketing materials promoting the electronic payment services and take any other appropriate steps to increase the number of electronic transactions processed hereunder.

I. Transitional Plan & Services

The winning proposer shall work with the vendor currently providing electronic payment services to the City. All proposers should provide a plan to transition the City's existing online Payor accounts from the current vendor to the proposer. Specifically, the proposer shall describe its process for migrating customers with future-scheduled payments to the new software platform. Proposers should note that the pricing schedule which is provided for this RFP does not allow for separate pricing for these transitional services. Accordingly, proposers must include their costs for transitional services within the prices on their Proposals, i.e., Proposers should "build-in" their costs for additional services.

The successful proposer shall also provide transitional services at the end of the contract term when it is succeeded by a new vendor. These services should also be priced into your proposal.

PART VII. MINIMUM CRITERIA

Any proposer submitting a proposal for Payment Services must satisfy all the Minimum Criteria.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the certain minimum requirements:

1. Proposer shall have a minimum of three (3) years' experience in performing the work described in this RFP.
2. Proposer shall submit a complete list of all contracts performed in Massachusetts in the past (3) years with contact name, address and phone number.
3. Proposer shall have a minimum of twelve (12) government clients in Massachusetts

4. Proposer shall have a minimum of (5) Massachusetts references that are similar in size and scope to this project.
5. Submission of separate and sealed proposal and pricing sheet.
6. Submission of required statements and forms.
7. Proposer provides a Certificate of Non-Collusion.
8. Proposer provides an Attestation and Certificate of Compliance with State Tax Laws, M.G.L. c.62C, §49.
9. Proposer provides a Certificate of Foreign Corporation (if applicable)
10. Proposer provides an IRS Form W-9.

PART VIII. DISASTER/BUSINESS RECOVERY PLAN

1. The proposer shall submit with its proposal a description of the company's business Disaster/Business Recovery Plan in the event of internal failure and/or external disaster beyond your control. Please define and identify specific backup equipment, personnel and locations.
2. Please identify what your Disaster/Business Recovery Plan specifically covers for essential services.
3. How often is your Disaster/Business Recovery Plan actually tested?
4. Have you had to activate the Disaster/Business Recovery Plan due to an actual disaster or major systems failure within the last three years? If yes, please explain.
5. Do you have a post-disaster contingency plan if your first back-up location becomes inoperative? If yes, please explain.
6. Submission of a Disaster/Business Recovery Plan shall be considered a Minimum Criterion.

PART IX. TERMS AND CONDITIONS

The contract awarded under this RFP shall have an initial term of three (3) years, with an option to renew for an additional two (2) one (1) year extensions.

The City reserves the right to reject any and all proposals that either (a) do not comply with this RFP or (b) are for services which the City may conclude are not appropriate at this time.

The successful proposer must hold its proposed services and prices from the date that the proposals are opened until the end of the entire contract term.

The City reserves the right to terminate the contract by giving written notice by certified mail (return receipt requested) to Vendor.

PART X. EVALUATION OF PROPOSALS

All proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. c.30B. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the Minimum Criteria will be reviewed for responsiveness to the comparative evaluation criteria below. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal. After the evaluations are complete, the price proposals will be opened. The price proposals will be evaluated and ranked based on total price. The contract will not necessarily be awarded to the proposal that receives the highest ranking or which offers the lowest price. The City will award the contract to the responsive and responsible vendor submitting the most advantageous proposal taking into consideration the proposals' minimum and evaluation criteria, composite ratings, and price. Before awarding the contract, the City may request additional information from the proposers. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or if it determined it is in the best interest of the City to do so.

COMPARATIVE EVALUATION CRITERIA

The proposals will be evaluated based on the criteria listed below, and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

1. *Experience with municipalities in the Commonwealth of Massachusetts*

Ratings	Criteria
Highly Advantageous	Vendor has at least five (5) years' experience in the set up and monitoring of on-line bill pay services for municipalities in the Commonwealth of Massachusetts
Advantageous	Vendor has less than five (5) years' experience but more than three years, in the set up and monitoring of on-line bill paying for municipalities in the Commonwealth of Massachusetts
Not Advantageous	Vendor has less than three years' experience, but more than one year, in the set up and monitoring of on-line bill paying for municipalities in the Commonwealth of Massachusetts
Unacceptable	Vendor has less than one year experience in the set up and monitoring of on-line bill paying for municipalities in the Commonwealth of Massachusetts

2. *Forms of Payment Processing*

Ratings	Criteria
Highly Advantageous	System proposed supports payments using American Express, Discover, Visa, MasterCard and branded debit cards (MasterCard/Visa) as well as electronic checks

Advantageous	System proposed does not support payments from at least one of the following: American Express, Discover, Visa, MasterCard, and MasterCard/Visa debit cards
Not Advantageous	System proposed does not support payments from at least two of the following: American Express, Discover, Visa, MasterCard, and MasterCard/Visa debit cards
Unacceptable	System proposed does not support payments from at least three of the following: American Express, Discover, Visa, MasterCard, and MasterCard/Visa debit cards

3. *Timeliness of Transaction Authorization*

Ratings	Criteria
Highly Advantageous	Proposed system provides real-time authorizations for credit/debit card payments and performs minimum ACH payment verifications at time of payment by confirming that the routing number is valid.
Advantageous	Proposed system provides real-time authorizations for credit card payments but no minimum ACH payment verification
Not Advantageous	Proposed system does not provide real-time authorizations for credit/debit card payments but requires a waiting period. It does perform minimum ACH payment verifications at time of payment by confirming that the routing number is valid.
Unacceptable	Proposed system does not provide real-time authorization for credit card payments and does not provide any ACH payment validation at time of payment.

4. *Viability of Security Systems*

Ratings	Criteria
Highly Advantageous	Vendor demonstrates and documents in detail all aspects of security measures that are in place
Advantageous	Vendor has security measures in place but fails to demonstrate or document them in detail
Not Advantageous	Vendor has security measures in place but provides minimal information;
Unacceptable	Vendor does not have security measures in place

5. Transaction and Merchant Fee Processing

Ratings	Criteria
Highly Advantageous	Proposed system clearly indicates the City may decide whether transaction and merchant fees will be paid by the customer and maintain the right to change this if City decides to cover expense. The convenience fees are processed as separate and unique transaction amounts, not imbedded in the total amount paid
Advantageous	Proposed system does not clearly indicate the transaction and merchant fees may be paid by the customer or the City; the convenience fees are processed as separate and unique transaction amounts, not imbedded in the total amount paid
Not Advantageous	Proposed system clearly indicates the transaction and merchant fees are paid by the customer; the convenience fees are not processed as separate and unique transaction amounts, or are imbedded in the total amount paid
Unacceptable	Proposed system does not allow the transaction and merchant fees being paid by the municipality and fees are not itemized.

6. Interface with Separate On-line Programs Registration and Payments Systems

Ratings	Criteria
Highly Advantageous	Vendor can interface with a minimum of two (2) on-line programs registrations and payments systems which operate in Massachusetts municipalities
Advantageous	Vendor can interface with a minimum of one (1) on-line programs registrations and payments systems which operate in Massachusetts municipalities
Not Advantageous	Vendor can interface with at least one (1) on-line programs registrations and payments systems which does not operate in Massachusetts municipalities
Unacceptable	Vendor cannot interface with any on-line programs registrations and payments systems

XI. AWARD OF CONTRACT

The contract will be awarded to the proposer deemed by the Evaluation Committee and the *Chief Procurement Officer* to have submitted the most advantageous proposal taking into consideration all of the listed minimum and comparative criteria in addition to the Price Proposal.

In accordance with the provisions of G.L. c. 30B, §9, The City of Newton reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, in whole or in part, if it be in the public interest to do so.

XII. CONTRACT TERM

It is anticipated that the term of the contract **shall extend from January 1, 2015 (or such date reasonably thereafter as the City may determine) through December 31, 2017.** The City of Newton shall have the option, at its sole discretion, to renew the contract for up to two (2) one (1) year extensions with no change in the contract terms and conditions. The exercise of each option to renew shall be subject to appropriation and/or continuation of funding for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, flowing style.

Nicholas Read
Chief Procurement Officer
October 29, 2014

**CITY OF NEWTON
REQUEST FOR PROPOSALS**

PRICE PROPOSAL

**PROVIDE ONE (1) ENCLOSED
PRICE PROPOSAL SHEET FOR RFP #15-40
ON LINE BILL PAY PROCESSING SERVICES**

BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED “PRICE PROPOSAL”

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to supply and deliver services, materials and or equipment as specified in the terms of the contract.

B. This proposal includes addenda number(s) ____, ____, ____, ____,

C.

Year 1				
	Number of Transactions/Year*	Dollar Amount/ Transaction*	Fee Per Transaction	Total Annual Fee
Credit Card Payments	3,174	893,497		
Debit Card Payments	1,000	285,919		
ACH Payments	33,933	32,692,259		
Year 2				
Credit Card Payments	3,808	1,072,196		
Debit Card Payments	1,200	343,102		
ACH Payments	40,791	39,230,710		
Year 3**				
Credit Card Payments	4,570	1,286,635		
Debit Card Payments	1,440	411,723		
ACH Payments	48,949	4,707,685		
Fee Grand Total				

*The estimated Transactions/Year and estimated Amount/Transaction are the City's best estimate of the number and dollar amount of electronic pay transactions that will be handled by the successful proposer hereunder, with an estimated increase of electronic payment transactions of 20% per year. There may in fact be more or fewer transactions. However many there are, the proposer's Fee/ Transaction shall not change. Bidders are allowed to offer different prices for different contract years. For purposes of comparing Total Contract Prices, the bid price for Year 1 shall be 100% of bid amount and the bid amounts for Years 2 and 3 be discounted to present value using a discount rate of 2%.

**The Fee Per Transaction for Year 3 will be the Fee Per Transaction for the two additional option years, if any.

While the City seeks to increase the number of transactions, it prefers that citizens' transaction costs be reasonable. Accordingly a vendor with lower fees will be deemed more advantageous than a vendor with higher fees.

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Signed Original bid and one COPY, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____Days

Prompt Payment Discount _____% _____Days

Prompt Payment Discount _____% _____Days

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read @ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name)
(Company)
(Address)
(Address)

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of ___ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

On Line Bill Pay Processing Services

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #15-40 issued by the Purchasing Department;
- c. The Project Manual for On Line Bill Pay Processing Services, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from January 1, 2015 (or such date reasonably thereafter as the City may determine) through December 31, 2017. The City of Newton shall have the option, at its sole discretion, to renew the contract for up to two (2) one (1) year extensions with no change in the contract terms and conditions. **Delivery of the above described services will begin approximately January 1, 2015. Prices submitted in this bid shall remain firm for the duration of the contract period.** The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. QUANTITIES.** Any quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decrease due to market conditions of the Contractor's asked prices, which decreases shall be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Title _____

Print _____

Date _____

Affix Corporate Seal Here

City funds in the amount of _____
are available in the following account number
0110701-530210 -

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Treasurer and Collector

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is *ON OR BEFORE* the date the
officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of Clerk or Secretary)* *SEAL HERE*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is *ON OR AFTER* the date the
officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.